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January 17, 2014

CASE REOPENED   *Via Overnight delivery*

Jean Jewell, Secretary
Idaho Public Utilities Commission   *QWE-T-10-06*
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

**Re: CenturyLink Local Services Platform ("CLSP") Agreement
     Extension Amendments**

Dear Ms. Jewell:

Pursuant to my telephone conversation with your office on January 16, 2014, enclosed are the signature pages for all of the CLSPs which have been extended. For your convenience, we are also enclosing a matrix listing the CLSPs and the docket numbers associated with the original agreements.

Please contact me if you have any questions concerning the enclosed. Thank you.

Sincerely,

Maura E. Peterson

MEP/jga
Enclosure

EXTENSION AMENDMENT TO
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT

This amendment ("Amendment"), by and between **Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC")**, amends the CenturyLink™ Local Services Platform ("CLSP™") Agreement (formerly known as "Qwest Local Services Platform™ ("QLSP™") Agreement") between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform ("QLSP™") Agreement (now referred to as a CenturyLink™ Local Services Platform ("CLSP™") Agreement), (the "Agreement"); and

WHEREAS, the terms "CenturyLink" and "CLSP" in this Amendment shall be used in place of, and interchangeably with, the terms "Qwest" and "QLSP", respectively, in the Agreement; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Section 2 of the Agreement will be replaced in its entirety as follows:

2. Effective Date. This Amendment shall be deemed effective on January 1, 2014.

Section 3 of the Agreement will be replaced in its entirety as follows:

3. Term. The term of this Agreement begins on the Effective Date and continues through December 31, 2016. Upon expiration, this Agreement will continue on a month-to-month basis until it is terminated by either Party, with at least ninety (90) Days prior written notice, pursuant to Section 22 of the Agreement, or replaced by a successor agreement.

Attachment 2 - Service Description - of the Agreement is hereby amended as follows:

1. Section 1 of Attachment 2 will have the following added:

   1.6.7 Should CenturyLink cease offering a service to its End User Customers that is also available under this Agreement, upon thirty (30) Days prior written notice to CLEC, CenturyLink will also cease offering the service to CLEC. Notwithstanding the foregoing, CenturyLink will not effect a discontinuation of any service pursuant to this Section 1.6.7 in such manner that CLEC may not reasonably comply with Applicable Law concerning End User Customer discontinuation of service, disconnection and notification, provided that, the foregoing is subject to CLEC's reasonable diligence in effecting such compliance.

. Section 3.2.4 of Attachment 2 is replaced with the following:

   3.2.4 **115% YOY Volume Growth Plan:** If the number of CLEC's total CLSP lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC's total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand (1,000) CLSP lines, CLEC will qualify for a 30% discount off the Business Port MRCs and a 6% discount off the Residential Port MRCs applicable during the next calendar year.

3. Section 7 of Attachment 2 will have the following changes:

   7.0 **Commercial Performance and Service Credits**.

   7.2 Removed in its entirety.

   7.3 Removed in its entirety.

4. Section 8 of Attachment 2 will have the following added:

   8.1.1 Upon a decision from the Washington Utilities and Transportation Commission that CenturyLink is no longer required to offer the Washington Performance Assurance Plan, CenturyLink will transition to the Commercial Performance and Service Credits Plan of Section 7.0.

December10, 2013/kjc/CLSP 2014 Extension Amendment to CLSP™ Agreement/MCImetro Access
AZ-CDS-101021-0086; **CO**-CDS-101021-0087; **IA**-CDS-101021-0088; **ID**-CDS-101021-0089; **MN**-CDS-101021-0090
MT-CDS-101021-0091; **ND**-CDS-101021-0092; **NE**-CDS-101021-0093; **NM**-CDS-101021-0094; **OR**-CDS-101021-0095;
SD-CDS-101021-0096; **UT**-CDS-101021-0097; **WA**-CDS-101021-0098; **WY**-CDS-101021-0099

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						USOC	Recurring	Non-Recurring	Notes
	109.23.2	Installation Nonrecurring Charges							
		109.23.2.1	CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential						
			109.23.2.1.1	First Line (Mechanized)		NHCRA		$25.00	

CenturyLink™ Local Services Platform (CLSP™) Rate Page - Minnesota
January 1, 2014 through Term

							USOC	Recurring	Non-Recurring	Notes
	109.11.2	Ports, If 80% YOY Volume Retention Plan Requirements Are Met								
		109.11.2.1	Analog Port					N/A		
		109.11.2.2	Analog Port, Residential end user credit				LAWUR	N/A		
		109.11.2.3	Effective CLSP™ Residential Analog Port					N/A		
		109.11.2.4	Digital Port (Supporting BRI ISDN)					N/A		
		109.11.2.5	PBX DID Port					N/A		
	109.23.2	Installation Nonrecurring Charges								
		109.23.2.1	CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential							
			109.23.2.1.1	First Line (Mechanized)			NHCRA		$25.00	

AMENDMENT NUMBER THREE TO
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Qwest Corporation dba CenturyLink QC:	dishNET Wireline, L.L.C.:
By: _L.T.Christensen_ (signature)	By: _Robert Olson_ (signature)
Name: L. T. Christensen	Name: Robert Olsen
Title: Director – Wholesale Contracts	Title: Director
Date: 12/30/13	Date: 12/27/13

DISH Media Holdings Corporation, as Guarantor:

By: _Robert Olson_ (signature)

Name: Robert Olsen

Title: Director

Date: 12/27/13